

October 20, 2003

### REQUEST FOR PROPOSALS FOR <u>CENTRALIZED BACKUP & DATA STORAGE</u>, NO. <u>R040499</u>

The City of Mountain View invites your submittal of a proposal to provide the above-referenced goods and/or services according to the attached specifications, terms and conditions. Please complete this proposal, as instructed below and return to the City at the address specified below and by the date due for proposal submittals.

TO: Jim Williamson, C.P.M.
Administrative Services Manager
CITY OF MOUNTAIN VIEW
500 Castro Street
Post Office Box 7540
Mountain View, CA 94039-7540

The undersigned proposes to furnish to the City of Mountain View goods and/or services as defined herein for the prices shown herein in accordance with the terms and conditions, and specifications attached hereto.

This Request for Proposal includes the following Sections:

Section 1: Terms and Conditions; (Pages 6)

Section 2: Requirements Specification; (Pages 9)

### **TERMS AND CONDITIONS**

1.	DATE DUE: _5:00 P	M, Friday, November 7, 2003
2.	PREPROPOSAL CO	NFERENCE/WALK-THROUGH:
	Required	Not Required

If required, the date, time and location of the pre-proposal conference/walk-through will be noted below. If required, the vendor must attend the pre-proposal conference/walk-through to ensure that the vendor is completely familiar with the work requested. The Administrative Services Manager may waive this requirement if, in the opinion of the Administrative Services Manager, the vendor is familiar with the job.

The pre-proposal conference/walk-through will be held from 10:00 a.m. to 12 Noon on Wednesday, October 29, 2003, in the City Council Chambers, City Hall, 500 Castro Street, Mountain View, CA. Supplier questions will need to be provided by email, to EAlexander@ci.mtnview.ca.us, no later than 10/27/03. The answers to all email questions will be provided at the Proposal Conference.

- 3. **QUESTIONS:** Call the person named above at (650) 903-6324 for questions regarding this proposal process, or call <u>Liz Alexander, Information Services Manager</u>, at (650) 903-6320 for questions regarding the specifications and/or requirements.
- 4. **REPLY FORMAT:** The entire proposal form, including all attachments, must be returned by the due date to the above address. Vendors must submit three (3) copies of the proposal. Please minimize the bulk of your proposal by only submitting one (1) copy of standard brochures and materials. You are free to organize your proposal as you wish, as long as it includes the requested information and all of the forms included in this RFP are completed as required. Vendor must number all pages of any attachments to the RFP and reference page and paragraph number of the RFP for all comments to the RFP. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in this Request for Proposal. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

The proposal must include at least five (5) references of recent similar work experience, preferably for city governments. These references must include a contact person, phone number, length of time with the reference and brief description of the work/deliverables performed. The proposal must also include the vendor's: most recent audited financial statements; number of years in business; description of any current on-going litigation and who the litigation is with; number of employees in Northern California (listed by type of job category); business organization chart; ownership of your company; resumes of owner, president and or top managers; and particular information regarding the individual who will be responsible for the work/deliverables requested in this RFP.

5. **RESPONSIVENESS AND SELECTION PROCESS:** The decision for selection will be made on a combination of criteria, including: total cost (including ongoing operating costs) and proposed value; similar successful experience; project management approach; technical merit; documented experience of employees to be involved with this service; quality and completeness of proposal; proof of warranty and repair services; degree and number of exceptions to specifications; proof of equivalency; flexibility and ability to be proactive; vendor's ability to start the required services in a timely fashion; perception of company stability; and, if requested, oral presentation and tour of current similar work sites.

The City reserves the right to reject any and all proposals or to waive any minor errors, discrepancies or irregularities. The selection will be at the discretion of the Administrative Services Manager and may be made in any manner that best meets the needs of the City.

- 6. **SUBCONTRACTORS:** The City prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The vendor is the prime contractor and is solely responsible for all of the vendor's subcontractors.
- 7. **PROPOSED CONTRACT:** If one of the attachments to this RFP is a proposed contract, then the City intends to use the contract form in awarding this RFP. Vendors should review the terms and conditions contained in the contract and must note any exceptions, additions or modifications they would propose. Blanket substitution of the vendor's standard contract for the City's proposed contract will not be permitted. If there is no attachment of a proposed contract, then the City plans to use the terms and conditions listed here-in. If the vendor desires to include additional terms and conditions, those terms and conditions to be added must be included in the Vendors proposal and must be in a format easily readable by the City, to be at least 12-point type in black ink on white paper.

**PAYMENT TERMS:** The City's terms are, at a minimum, Net 30 days after receipt of all good and/or services and receipt of an approved invoice. Progress payment may be made if

a. The City will pay 80 percent of the contract amount based upon operational completeness of all components of the project and receipt of an approved invoice. The balance will be paid within 30 days, after 30 continuous uninterrupted satisfactory days of operation and acceptance by City.
b. The City will make monthly payments 30 days after receipt of an approved invoice. Should the vendor fail to provide the specified hours/service required on any specific day, those hours/services not provided may either be rescheduled at the City's discretion or deducted from the appropriate service period invoice using the additional service hourly rate(s) to calculate the deduction.

any of the following options have been selected by the City:

8.

c.

The City will pay 25 percent upon receipt of all hardware, 40 percent upon

successful installation, 15 percent upon completion of all training and data conversion and the balance will be paid within 30 days after 30 continuous days of uninterrupted satisfactory performance and acceptance by the City.

- 9. **DELIVERY:** All goods and services shall be delivered to the City, F.O.B. Destination. Vendor shall deliver and install completely by the dates agreed to in this agreement. Failure to deliver in a timely fashion shall invoke liquidated damages or termination of this agreement.
- 10. **FIRM PRICES:** All quotes will be held firm for a minimum of thirty (30) days after the proposal due date listed above to allow adequate time for the City to consider each proposal and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this proposal by the City, the vendor shall be presumed to be thoroughly familiar with the all aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this proposal.
- 11. **OWNERSHIP AND COLLUSION—FINANCIAL INTEREST BY CITY EMPLOYEES:** The bidder certifies, by signing this proposal, that he has not directly or indirectly, been collusive with any other vendor or anyone else interested in this proposal. Additionally, the vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.
- 12. WARRANTY: The delivered or installed goods, equipment or services shall be warranted to be free from defects in materials and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, the representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired within three (3) days at the City's location during the warranty period at no expense to the City.
- 13. **YEAR 2050 COMPLIANT:** Vendor agrees that all software and equipment sold to the CITY is date compliant through the year 2050. This implies that any and all software and equipment provided by the vendor will work flawlessly, when any date changes occur through the 2050.
- 14. **APPLICABLE LAWS AND ATTORNEYS' FEES:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs,

and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

- 15. **ASSIGNMENT:** This Agreement, nor any part of this Agreement, may be assigned without the written consent of the other party.
- 16. **TERMINATION:** The City may terminate this Agreement at any time with ten (10) days written notice. The City will only pay for goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis, with the City only paying for those services actually provided.
- 17. **FUNDING OUT CLAUSE:** The City may terminate this Agreement every June 30, based upon the City Council not funding the purchase of goods or services to be provided in this Agreement after each July 1.
- 18. **NONDISCRIMINATION.** Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability.
- 19. **INDEPENDENT CONTRACTOR:** It is agreed that the Vendor is an independent contractor, and all persons working for or under the direction of the Vendor are Vendor's agents, servants and employees, and said persons shall not be deemed agents, servants or employees of CITY.

### 20. **BID SCHEDULE:**

			Unit Cost	Extended Cost
1.	Primary Data Storage Unit,	1 each	\$	\$
2.	Secondary Data Storage Unit,	1 each	\$	\$
3.	Backup Device/Software,	1 each	\$	\$
4.	PDFD Gigabit Ethernet Switch,	1 each	\$	\$
	_		Sub-total	\$
			8.25% Sales Ta	x\$
			Hardware Total	\$
5.	Extended additional 2 yr warrant	y on item #1		\$
6.	Extended additional 2 yr warrant	y on item #2		\$
7.	Extended additional 2 yr warrant	y on item #3		\$
8.	Extended additional 2 yr warrant	y on item #4		\$
		Additiona	l Warranty Total	\$
			Grand Total	\$

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21. **SIGNATURES:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions, and the specification, together with the proposal and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

### **VENDOR:**

Company Name	Street Address of Company
Signature of Officer	City, State, ZIP
Printed Name of Officer	Telephone No./FAX No.
Title of Officer	Federal I.D. Tax Number
Revised 2/16/2000	

### Overview

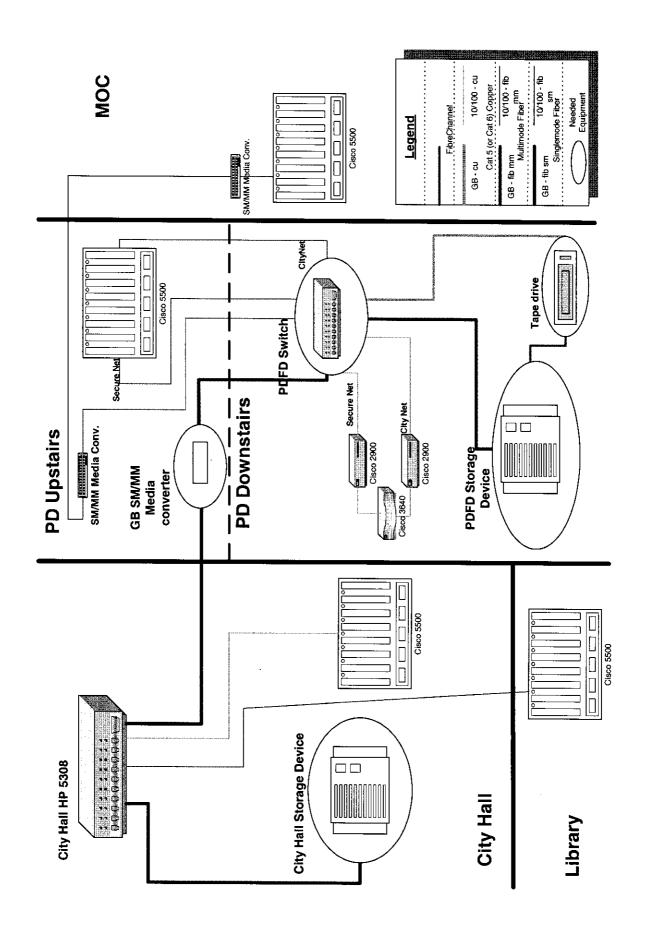
backup. The City's current file server environment is at capacity. The City is looking for a solution that will solve both the The City of Mountain View is looking for a solution to solve the growing need for network-attached data storage and data storage and backup needs. Currently there are 600+ user directories on 5 Windows servers that comprise of 350Gigabytes of data that would be moved to the data storage solution.

# It is anticipated that the solution will include the following NEW devices / components

Component	Description / Usage
Primary data storage unit	Network Attached Storage device to support City Hall, Library, Performing
	Arts, and Operations departments and users. In addition the device will be a
	"hot spare" for the secondary data storage unit
Secondary data storage unit	Network Attached Storage device to support the Police and Fire department
	departmental and user data. In addition the device will be a "hot spare" for the
	primary data storage unit
Backup Device / Software	The backup Device will be utilized to backup both Network Attached Storage
	device as well as the city's Windows network servers.
Police / Fire Gigabyte Ethernet switch	Will be used to connect the Police / Fire network to the existing city network
	via a connection to the City Hall gigabyte switch.

# The RFP will NOT include purchase of the following / component - already implemented in the

Component	Description / Usage
City Hall Gigabyte Ethernet switch	The Gigabyte Ethernet Switch at city hall will be used as the core Ethernet
Model: HP 5308xl	the Gigabyte switch at Police / Fire, the new backup device and 4 existing
	servers. This component has already been implemented at the City.



Requirements

1 - Data Storage Component Requirements: Primary Data Storage Unit - Located at City Hall

#		REQUIREMENT	Meet	Meet Specs	DESCRIPTION
			Yes	No	Avidant, I
1.1	Need	Initial usable capacity of 750 Gigabytes			
1.2	Need	Initial RAW capacity of 1.5 Terabytes			
1.3	Need	Capacity to store Replicated / Mirrored			
		data from secondary data storage unit			
1.4	Need	Growth capacity to a minimum of 2			
		Terabytes of usable storage			Acting 4 .
1.5	Like	Growth capacity to 10 Terabytes of usable			
		storage			
1.6	Need	Synchronization / Mirroring with secondary			
		data storage unit with a maximum of 1 hour			
		replication schedule			
1.7	Need	Redundant Power Supply			
<del>1</del> .	Need	Rack mountable in standard 19" rack			
		configuration (Rack not required)			And the state of t
1.9	Need	Support the Windows security model for			
		file / share level security			in the state of th
1.10	Need	Support Gigabyte network connectivity			
		compatible with Network Switch			
		component			A A A A A A A A A A A A A A A A A A A
1.11	Need	Support TCP/IP protocol			A. Adda Aller may
1.12	Need	Support CIFS (Common Internet File			
		System) or compatible protocol for			
		Windows NT/2000 network connectivity			
1.13	Like	Support NFS or compatible protocol for			
		UNIX connectivity			
]					
1.14	Need	Support NDMP or compatible protocol for backup purposes.			

1			T
	1.15 Like	Support SNMP for network management / monitoring	
1.16	Like		
		process for ilmiting of disk space by directory / department	
	.17 Need	Secure management interface	
	1.18 Need	3 years support on all hardware and	
		software components with a minimum of	
		next day replacement on parts. All parts	
		and labor onsite – next business day	
	1.19 Need	Installation and initial configuration	
		including creating any logical disk or	
		volumes, network configuration, and base	
		security settings. Data migration will be	
		completed by the city.	
	1.20 Need	Attach Itemized component list including	<u> </u>
		Manufacturer, Model, price per unit, and	
		quantity of units to the Response	

## 2 - Secondary Data Storage Unit - Located at Police / Fire Administration

#		REQUIREMENT	MEETS SPEC	SPEC	DESCRIPTION	
			Yes	2		
2.1	Need	Initial Usable capacity of 750 Gigabytes				
2.2	Need	Initial RAW capacity of 1.5 Terabytes				
2.3	Need	Capacity to store Replicated / Mirrored				
		data from primary storage unit				
2.4	Need	Growth capacity to a minimum of 2				
		Terabytes of usable storage				
2.5 Like	Like	Growth capacity to 10 Terabytes of usable				
		storage				
2.6	Need	Synchronization / Mirroring with primary				
		data storage device with a maximum of 1			TO A STATE OF THE PARTY OF THE	

		hour replication schedule
2.7	Need	Redundant Power Supply
2.8	Need	Rack mountable in standard 19" rack configuration (Rack not required)
2.9	Need	Support the Windows security model for file / share level security
2.10	Need	Support Gigabyte network connectivity compatible with Network Switch component
2.11	Need	Support TCP/IP protocol
2.12	Need	Support CIFS (Common Internet File System) or compatible protocol for Windows NT/2000 network connectivity
2.13	Like	Support NFS or compatible protocol for UNIX connectivity
2.14	Need	Support NDMP or compatible protocol for backup purposes.
2.15	Like	Support SNMP for network management / monitoring
2.16	Like	Disk quota management or compatible process for limiting of disk space by directory / department
2.17	Need	Secure management interface
2.18	Need	3 years support on all hardware and software components with a minimum of next day replacement on parts. All parts and labor onsite – next business day
2.19	peeN	Installation and initial configuration including creating any logical disk or volumes, network configuration, and base security settings. Data migration will be completed by the city.
2.20	Need	Attach Itemized component list including Manufacturer, Model, price per unit, and

quantity of units to the Response	

### 3 - Backup Device / Software

*		REQUIREMENT	ETS (	SPEC DESCRIPTION
			Yes	No
3.1	Need	Backup Capacity of a minimum of 2.5 Terabytes		
3.2	Need	Capability of back up / restore SQL 7.0 and SQL 2000 on-line.		
3.3	Need	Backup software licensing for 5 SQL servers		
3.4	Need	Capability back up / restore Exchange 5.5 / Exchange 2000		
3.5	Need	Backup software licensing for 3 Exchange servers.		
3.6	Like	Ability to backup restore Exchange 5.5 / Exchange 2000 to the mailbox level		
3.7	Like	Ability to backup restore Exchange 5.5 / Exchange 2000 to the individual message level		
3.8	Need	Ability to perform simultaneous backup and restore processes or ability to pause backup processes to perform restore processes.		
3.9	Need	Backup software Licensing for 22 Windows NT/2000 servers.		
3.10	Need	Minimum of 2 backup drives within chassis for the ability to perform multiple operations simultaneously		
3.11	Like	Capable of doing an "off-line" backup of Exchange utilizing "snapshot" or compatible technology.		
3.12	Need	Redundant Power Supply		

Rack mountable in standard 19" rack configuration (Rack not required)	Support the Windows security model for file / share level security	Support Gigabyte network connectivity compatible with Network Switch component	Direct connection to one of the data storage units via SCSI or Fiber Channel or compatible technology	Support TCP/IP protocol	Support CIFS (Common Internet File System) or compatible protocol for Windows NT/2000 network connectivity	Support NFS or compatible protocol for UNIX connectivity	Support NDMP or compatible protocol for backup purposes.	Support SNMP for network management / monitoring	Secure management interface	3 years support on all hardware and software components with a minimum of next day replacement on parts. All parts and labor onsite – next business day	Installation and initial configuration including creating initial backup processes, backup schedules, network configuration, and base security settings.	Attach Itemized component list including Manufacturer, Model, price per unit, and quantity of units to the Response
Like	Need	Need	Like	Need	Need	Like	Need	Like	Need	Need	Need	Need
3.13	3.14	3.15	3.16	3.17	3.18	3.19	3.20	3.21	3.22	3.23	3.24	3.25

### 4 - PDFD Gigabit Ethernet Switch

DESCRIPTION																														
MEETS SPEC	Yes No																													
REQUIREMENT		Secure management interface	3 years support on all hardware and	software components with a minimum of	next day replacement on parts. All parts	and labor onsite – next business day	Installation / Initial configuration and	documentation	110 AC power	Minimum Four 10/100/1000 Base-T	Copper ports	Minimum Three 1000Base-SX (Multi	Mode) Fiber Gigabit ports	Layer 2 switching	Multiple VLAN capability	Telnet management interface	1 U Rack Space	Web-based management software	Support SNMP for network management /	monitoring	Full Layer 3 switching/routing	One 1000Base-LX (Single Mode) Fiber	Gigabit port	Installation and initial configuration	including creating any logical disk or	volumes, network configuration, and base	Ξ	completed by the city.	Attach Itemized component list including	quantity of units to the Response
		Need	Need				Need		Need	Need		peeN .		Need	Need	Need	Need	Like	Like		Like	Like		peeN					Need	
#		4.1	42				4.3		4.4	4.5		4.6		4.7	4.8	4.9	4.10	4.11	4.12		4.13	4.14		4.15					4.16	

Itemized Component List (attach as many copies as needed)

Extended									
Quantity									
Price per unit									
Description									
Model				 ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<u>.</u>				
Manufacturer Model									
(from above)									